

## THIS INSTRUMENT PREPARED BY AND RETURN TO:

Stewart G. Austin, Jr.  
GLANKLER BROWN, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, TN 38119  
(901) 685-1322

STATE MS.-DE SOTO CO.  
FILED

MAY 18 10 37 AM '00

BK 373 PG 106  
W.E. DAVIS JR. CLK.

**WARRANTY DEED  
(BY GIFT)**

In consideration of the sum of Ten Dollars (\$10.00) and love and affection, S. R. Leatherman, Jr., a married man, hereinafter referred to as "Grantor", hereby conveys and warrants his entire interest in and to the hereinafter described property (the "Property") to the following Grantees: unto Mary L. Carr and Irene L. Brownlow, Trustees of the Carroll Seabrook Leatherman Trust dated July 4, 1991, an undivided one-fourth (1/4) interest; and unto Oscar C. Carr, III, Trustee of Elle G. Leatherman Trust dated February 17, 1993, an undivided one-fourth (1/4) interest, in the following described land in DeSoto County, Mississippi, to-wit:

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Two (2) South, Range Nine (9) West, containing 80 acres, more or less.

It is the intention of the parties that upon the due execution of this Deed, title to the Property shall be held in the following owners' percentages:

Mary L. Carr (title obtained through Quit Claim Deed 25%  
at Book 349, Page 677 and Book 365, Page 176)

Irene L. Brownlow (title obtained through Quit Claim 25%  
Deed at Book 349, Page 681 and Book 365, Page 176)

Mary L. Carr and Irene L. Brownlow Trustees  
of the Carroll Seabrook Leatherman Trust  
Dated July 4, 1991 25%

Oscar C. Carr, III, Trustee of the Elle G.  
Leatherman Trust  
Dated February 17, 1993 25%

This conveyance and the warranty hereof are made subject to (1) zoning and subdivision regulations of DeSoto County, Mississippi; (2) taxes for the year 2000 which will be prorated between the Grantor and the Grantees; (3) all rights-of-way and easements shown of record; and (4) all rights-of-way and easements which are now located on said land which are not shown of record.

For the same considerations, Grantor hereby quitclaims and conveys to Grantees any and all right, title, claim, or interest which Grantor may have or hold, including any reversionary interest, in the foregoing tract, or with respect to rights-of-way and easements on the land.

Mary Carroll Seabrook Leatherman, spouse of S. R. Leatherman, Jr., for the consideration herein stated, joins herein for the purpose of granting, bargaining, selling, conveying and confirming and does hereby grant, bargain, sell, convey and confirm unto the Grantees, their successors and assigns, all rights, claims and interest of every kind, character and description whatsoever which she now has or may hereafter acquire by virtue of the marriage, including but not limited to homestead, dower and any interest in the aforescribed real property as all or a part of an elective share of a surviving spouse.

Witness the signature of Mary Carroll Seabrook Leatherman and her husband, S. R. Leatherman, Jr., this 9 day of May, 2000.

S. R. Leatherman, Jr.  
S. R. LEATHERMAN, JR.

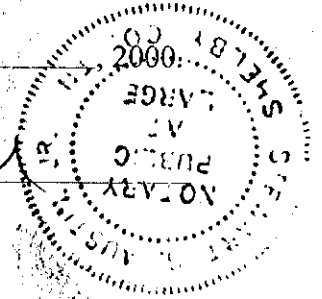
Mary Carroll Seabrook Leatherman  
MARY CARROLL SEABROOK LEATHERMAN

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the above named S. R. Leatherman, Jr. and his wife, Mary Carroll Seabrook Leatherman, who acknowledge that they signed the foregoing instrument and delivered said instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 9 day of May, 2000.

  
Notary Public



My Commission Expires:

2-26-03

Address of Grantor:  
S. R. Leatherman, Jr.  
103 Morningside Park  
Memphis, TN 38104  
(901) 327-0782 (Home)

Address of Grantees:  
c/o Oscar C. Carr, III  
Glankler Brown, PLLC  
1700 One Commerce Square  
Memphis, TN 38103-2566  
(901) 576-1763 (Office)  
(901) 458-7748 (Home)